



Application For Credit Account

Nature of Organisation:

Sole Trader ☐ Partnership ☐ Proprietary Company ☐ Trust ☐ Other ☐ _____

Trade Name: _____

Legal Name: _____

Delivery Address: _____

Postal Address: _____

Telephone: () _____ Fax: () _____ Mobile: () _____

Registered Office: _____ E-Mail: _____

ACN Number: _____ ABN Number: _____

Monthly Credit Limit: _____

Previous Address Details (if less than 2 years): _____

Entyce Representative: _____

Details of Partners (if Partnership)

1. Full Name: _____

Home Address: _____

Home Phone: _____

2. Full Name: _____

Home Address: _____

Home Phone: _____

Details of Directors (If Proprietary Company)

1. Full Name: _____

Home Address: _____

Home Phone: _____

2. Full Name: _____

Home Address: _____

Home Phone: _____

Entyce Food Ingredients Pty Ltd. Level 3, 42 Lakeview Drive, Scoresby Victoria 3179

Phone: 1800 532 001

Email: office@entyce.com.au

CUSTOMER TO INITIAL EACH PAGE _____

DV OCTOBER 2024



Contact Person for Accounts: _____

Contact Number for Accounts: _____

Email Address for Sending Invoices: _____

Email Address for Sending Statements: _____

Name and Branch of Bank: _____

Bank Account Number: _____

Solicitors Name and Address: _____

Accountants Name and Address: _____

Trade References: (excluding Credit Cards, Fuel Suppliers, Landlord, Power & Phone)

1. Company Name: _____

Phone No: _____ Email: _____

2. Company Name: _____

Phone No: _____ Email: _____

3. Company Name: _____

Phone No: _____ Email: _____

SIGNATORY VERIFICATION OF IDENTITY

Driver Licence - State of issue: _____ Licence Number: _____ Expiry Date: _____

OR

Passport - Country of issue: _____ Passport Number: _____ Expiry Date: _____

TERMS AND CONDITIONS OF SUPPLY

GENERAL

1. Unless the Supplier otherwise agrees in writing and to the extent permitted by law, these terms and conditions supersede and exclude all prior and other discussions, representations (contractual or otherwise) and arrangements relating to the supply of Goods, and contain the only terms and conditions of supply (**Terms and Conditions**) to which the Supplier will be bound in connection with the supply of Goods to the Customer, and the Customer agrees that these Terms and Conditions will in all circumstances prevail over the Customer's terms of purchase (if any) and any other documentation issued by the Customer.

CREDIT APPLICATION

2. The Supplier may in assessing the Customer's application for credit or if the application is accepted and subsequently any payment becomes overdue, obtain and exchange personal information and seek from a credit reporting agency or other credit providers or a franchisor under any franchise agreement to which the Customer is a party, information about the Customer's credit arrangement and the Customer understands that this information may include the Customer's information regarding credit worthiness, credit history or credit capacity that these parties are allowed to give or receive pursuant to the *Privacy Act 1988* (Cth) & Privacy Amendment Act 2004.
3. The Supplier at its discretion reserves the right to refuse the Customer credit facilities.
4. The Customer must inform the Supplier in writing of any alteration to the Customer's name, business or corporate structure not less than seven (7) days before the alteration.

GUARANTEES AND INDEMNITIES

5. The obligations under these Terms and Conditions may be subject to separate guarantee and indemnity agreements.

PRICES & PAYMENT

6. Unless otherwise expressly agreed by the Supplier in writing all Goods will be charged at the Supplier's prices current as at the dates of order. Prices are subject to change without notice.
7. Unless otherwise agreed in writing, payment of all Goods shall be made on or prior to the 1st day of the month following that in which the Goods are invoiced.
8. Non-payment of any or all Goods by the due date will be considered by the Supplier to be a breach of these Terms and Conditions and, in addition to any other rights, the Supplier may undertake to:
 - 8.1. cancel the Customer's right to operate a commercial credit account with the Supplier, and
 - 8.2. charge interest on any outstanding amount, calculated from the day following the date upon which payment should have been made, at a rate equal to the Supplier's then current overdraft rate, as varied from time to time.
9. Monies owed by the Customer to the Supplier shall become due immediately upon the commencement of any act or proceeding in which the Customer's solvency is involved.
10. The Supplier reserves the right to charge various fees and levies from time to time.
11. The Customer is liable for and must indemnify the Supplier against any and all losses, damages, liabilities costs, charges and expenses suffered or incurred by the Supplier arising directly or indirectly from or in connection with the Customer's default, failure to pay, or breach of any of these Terms and Conditions and the Customer must pay all such amounts on demand.

ORDERS & DELIVERY

12. The Supplier may refuse to accept a purchase order, or part of a purchase order, placed by the Customer.
13. Delivery of the Goods shall be considered effected upon unloading at the Customer's premises or upon collection by the Customer or the Customer's agent or courier (as the case may be).

WARRANTY & LIABILITY

14. Except where the Customer is a Consumer under the Australian Consumer Law (Schedule 2 Competition & Consumer Act 2010) and the Goods are subject to the Consumer Guarantees and other than as expressly set out in these Terms and Conditions, the Supplier excludes all implied terms, conditions, warranties and guarantees (whether statutory or otherwise) and all liability however arising for any loss or damage whether direct, indirect, special or consequential (including loss of profits or loss of goodwill) arising in any way out of or in connection with the Goods and/or these Terms and Conditions, except to the extent that the Customer suffers direct loss or damage (excluding any indirect, special or consequential loss, loss of profits and loss of good will) as a result of any negligent or willful act or omission of the Supplier.
15. Without prejudice or admission as to the operation of the Australian Consumer Law or any other legislation, if any term, condition, warranty or guarantee is implied into these Terms and Conditions or applies to the Goods which by law cannot be excluded, but may be limited, the Supplier's liability for any breach of any such term, condition, warranty or guarantee (including to any person claiming through the Customer) is limited, at the Supplier's option, to:
 - 15.1. the replacement of the goods or the supply of equivalent goods; or
 - 15.2. the payment of the cost of replacing the goods or acquiring equivalent goods.

PROPERTY & RISK - Retention of Title

Entyce Food Ingredients Pty Ltd. Level 3, 42 Lakeview Drive, Scoresby Victoria 3179
Phone: 1800 532 001
Email: office@entyce.com.au

16. Property in and ownership of the Goods does not pass to the Customer until the Supplier has received payment in full of all monies owing to the Supplier by the Customer on all accounts.
17. The risk of loss or damage to the Goods shall pass to the Customer upon delivery to the Customer or upon collection of the Goods by the Customer or the Customer's agent or courier (as the case may be).
18. If the Customer fails to pay for any Goods within the period of credit extended by the Supplier to the Customer the Supplier may recover possession of all Goods (in which property has remained with the Supplier) at any site owned, possessed or controlled by the Customer and the Customer agrees that the Supplier has an irrevocable license to do so without incurring any liability to the Customer or any person claiming through the Customer.

PERSONAL PROPERTY SECURITY ACT 2009

19. The Customer consents to the Supplier maintaining, protecting and perfecting its right, title and interest in any Goods or other personal property supplied by the Supplier to the Customer and the proceeds of such Goods or other personal property, by registration under the PPS Law, and agrees to do anything reasonably requested by the Supplier to enable it to do so (including without limitation amending these Terms and Conditions or executing a new agreement).
20. For the purposes of the PPS Law, the Customer and Supplier contract out of each provision which, under section 115(1) of the PPSA, they are permitted to contract out of (except sections 117, 118, 120, 123, 125, 126, 128, 129 and 134 of the PPSA), and the Customer waives its right to receive each notice or statement which, under section 157(3) of the PPSA, it is permitted to waive.
21. The Customer waives its right to receive anything from the Supplier under section 275 of the PPSA, inclusive of any Verification Statement and/or confirmation of registration of a Financing Statement and agrees not to make any request of the Supplier under that section. The Supplier and the Customer agree for the purposes of section 275(6) of the PPSA that neither of them will disclose information of the kind mentioned in section 275(1) of the PPSA.
22. All costs and expenses arising as a result of actions taken pursuant to clause 19 of these Terms and Conditions will be for the account of the Customer.

FORCE MAJEURE

23. An obligation of the Supplier under these Terms and Conditions (including without limitation the obligation to supply Goods) is suspended for the time and to the extent the Supplier is prevented from or delayed in performing the relevant obligation by any circumstances beyond the reasonable control of the Supplier including without limitation an act of God, war, acts of terror, unlawful acts against public order or authority, restraint of a government agency, strikes, lockouts, raw material shortages, accidents or breakdowns in plant or machinery or failure of delivery by the Supplier's suppliers (**Force Majeure Event**).
24. The Supplier shall not under any circumstances be liable to the Customer for any loss or damage suffered or incurred by the Customer arising from or in connection with the Supplier's failure or delay in performing the relevant obligation.
25. The Supplier may terminate any purchase order or these Terms and Conditions if, in the Supplier's reasonable opinion, it believes a Force Majeure Event will prevent the Supplier from supplying Goods indefinitely.

TERMINATION

26. These Terms and Conditions shall terminate immediately upon written notice from the Supplier to the Customer.
27. The termination of these Terms and Conditions shall be without prejudice to the rights of either party against the other in respect of anything done or omitted under these Terms and Conditions prior to such termination or in respect of any sum and/or other claims outstanding at the time of termination.

WAIVER

28. Failure by the Supplier to enforce any of these Terms and Conditions shall not be construed as a waiver of any of the Supplier's rights hereunder or a waiver of a continuing breach.
A waiver of any right of the Supplier must be in writing and signed by the Supplier.

ACCEPTANCE

29. Acceptance by the Customer of these Terms and Conditions as amended from time to time may be by any one of the following ways:
 - 29.1. By signing and returning a copy of these Terms and Conditions
 - 29.2. By performing an act that is done with the intention of adopting or accepting these Terms and Conditions after receiving them, including but not limited to continuing to order goods.

JURISDICTION

30. The proper law of all agreements arising between the Supplier and the Customer is the law of the State of Victoria and the parties agree that all claims and disputes relating to the Goods shall be determined in the Court of competent jurisdiction nearest Melbourne.

I/We, the undersigned, declare that:

1. I/We acknowledge and agree to the Terms and Conditions of Supply, and acknowledge that the Terms and Conditions of Supply may be amended by Entyce Food Ingredients Pty Ltd from time to time;
2. I/We have read and understand the TERMS AND CONDITIONS OF SUPPLY of Entyce Food Ingredients Pty Ltd which form part of, and are intended to be read in conjunction with this Credit Application and agree to be bound by these conditions as a binding contract;
3. All of the information supplied is true in every detail and I/we acknowledge that if credit is given by the Supplier, this will be done in reliance upon the information supplied by me/us;
4. In accordance with the Privacy Act (1988), I/We authorise any person or company to give information as may be required in response to credit inquiries;
6. I/We have the authority to pledge credit and agree to these binding Terms and Conditions of Supply on behalf of the Customer;
7. I/We agree, at the request of the Supplier, to enter into a security agreement with the Supplier to grant in favour of the Supplier, a Security Interest in all of our present and after acquired property relating to that which is supplied by Entyce Food Ingredients Pty Ltd;
8. I/We, being individual applicants, hereby charge all of the applicants' interest in real property both present and future in favour of Entyce Food Ingredients Pty Ltd as security for all monies outstanding to Entyce Food Ingredients Pty Ltd from time to time;
9. Consent is given to the Supplier to lodge a caveat if deemed necessary due to payment default.

Signed: _____

Date: _____

Full Name: _____

Representative Role:

Signed: _____

Date: _____

Full Name: _____

Representative Role: